

## Terms and Conditions on the use of an electronic signature

This agreement on the use of an electronic signature (hereinafter, the "**Agreement**") is made and entered into by and between:

(1) Western Union International Bank GmbH, The Icon Vienna (Turm 24), Wiedner Gürtel 13, 1100 Vienna, Austria, acting through its Italian branch Western Union International Bank GmbH, Via Barberini 68, 00187 Rome, Italy (the "**Bank**")

on the first part,

(2) the person that intends to enter into the framework agreement for the provision of banking and payment services with the Bank (the "**Framework Agreement**") or any other contractual relationship with the latter that requires the use of an electronic signature (the "**Customer**");

on the second part,

The Bank and the Customer are hereinafter referred to as a "**Party**", and together as the "**Parties**".

### THE PARTIES AGREE AS FOLLOWS:

#### 1. Scope of the Agreement

This Agreement is aimed at regulating the provision of the advanced electronic signature solution and qualified electronic signature solution (hereinafter referred to as "**AES/QES**") by the Bank to the Customer, pursuant to and for the purposes of Art. 55 paragraph 2 letter a) of the Technical rules on the generation and verification of advanced, qualified and digital electronic signatures pursuant to the Decree of 22 February 2013 (hereinafter, the "**Technical Rules**"), for the Customer to use either the advanced electronic signature solution or qualified electronic signature solution, as determined by the Bank and as shown on screen in the Western Union Digital Banking App, in the relationships with the Bank.

#### 2. Activation of the AES/QES

The activation of the AES/QES is subject to (i) the Customer's completion of the authentication procedure envisaged in the context of the onboarding process, and (ii) the association of the Customer's mobile phone number to the Customer, which takes place by means of the insertion, in the onboarding process, of a code that is sent by SMS to the number indicated by the Customer and therefore known only to the owner of the mobile phone. The information collected by the system during this phase uniquely links the AES/QES to the signatory. The AES/QES is deactivated, and this Agreement is automatically terminated if the due diligence process carried out by the Bank in relation to the Customer pursuant to the Anti-Money Laundering Legislation fails.

#### 3. Use of the AES/QES

Following the activation of the AES/QES, the Customer has the possibility to sign documents online.

Pursuant to Section 60 of the Technical Rules, the AES/QES may only be used in the context of the relationship between the Bank and the Customer. Accordingly, the Customer may only use the AES/QES to conclude contractual agreements with the Bank, as well as other related documents for which written form is required as a validity requirement.

The characteristics of the technologies used to provide the AES/QES are described in the Attachment, which forms an integral and essential part of this Agreement.

#### 4. Legal effects of the AES/QES

The Parties acknowledge that, pursuant to the Legislative Decree no. 82/2005 ("Digital Administration Code" or hereinafter, "CAD"), documents signed through the AES/QES are electronic documents that have the same legal effects as paper documents signed with a handwritten signature. Accordingly, the electronic documents signed in this way shall be deemed to satisfy the legal requirement of the written form, where provided by the Italian law.

#### 5. Rights and Obligations of the Customer

The Customer has the right to obtain at any time, free of charge, a copy of this Agreement, together with its Attachment, and all the information aimed at demonstrating the compliance of the AES/QES solution with all the requirements set out under the Technical Rules. The Customer is obliged to follow the steps under paragraph 2 to use the AES/QES to enter into the contract with the Bank.

By signing this Agreement, the Customer declares:

- (i) that I have carefully read the Contract and its Attachment and understood its content;

- (ii) to be aware of the legal effects arising from the signing of documents by means of the AES/QES and indicated in paragraph 4 of this Agreement, as well as the limitations of use indicated in paragraph 3;
- (iii) to be fully liable for any damages, expenses or costs incurred by the Bank or other third parties resulting from its improper or fraudulent use of the AES/QES or from the transmission of false or incorrect documents or identification data to the Bank.

## **6. Obligations and responsibilities of the Bank**

The Bank undertakes to ensure that the AES/QES solution complies, at any time, with the technical, procedural and organizational requirements provided by the Legislative Decree no. 82/2005 ("Digital Administration Code" or hereinafter, "CAD") and by the Technical Rules.

In accordance with the above-mentioned obligations, the Bank:

- (i) took out an insurance policy with an insurance company licensed to practice in the field of industrial risks;
- (ii) will keep a copy of this Agreement and a copy of the Customer's identity document for 20 years, guaranteeing its availability, integrity, legibility and authenticity;
- (iii) shall take all security measures, including those described in the Attachment, that are appropriate to protect the Customer's data against the risk of loss, including accidental loss, and unauthorized access.

The Bank shall be liable for any failure to fulfil or incorrectly fulfil its obligations to protect the Customer's data, except where such failure or incorrect fulfilment is due to causes not attributable to the Bank, such as force majeure or actions or omissions not attributable to its willful misconduct or gross negligence. The Bank accepts no liability, for example, for:

- (iv) damages resulting from the inaccuracy of the identity documents or personal data communicated by the Customer, as well as from the Customer's failure to communicate any changes to the information provided during onboarding;
- (v) damages resulting from the malfunctioning of national and/or international power lines and telephone lines.

## **7. Costs of the Service**

The use of the service by the Customer under this Agreement is free of charge.

## **8. Duration and Withdrawal**

This Agreement is valid and effective for the entire duration of the banking contractual relationship between the Bank and the Customer. The Customer has the right to withdraw from this Agreement at any time, however, the withdrawal from this Agreement entails the automatic termination of the banking contractual relationship between the Bank and the Customer in accordance with the Terms and Conditions in the relevant contract. In the same fashion, the termination of the banking contractual relationship between the Bank and the Customer entails the termination of this Agreement. The Customer may notify its intention to withdraw from the contract by means of the customer service or through the Western Union Digital Banking App.

## **9. Amendments**

The Bank has the right to unilaterally modify this Agreement, including its Attachment, in compliance with any applicable laws and with any provisions issued by the competent authorities. In such cases, the Bank will inform the Customer of the amendments through the Western Union Digital Banking App or by any other means agreed with the Customer in Section 27 of the General Terms and Conditions of Western Union International Bank GmbH.

## **10. Interpretation of the Agreement**

For anything not expressly provided for herein, the definitions and provisions of the CAD, the Technical Rules and other applicable laws and regulations shall apply.

## **11. Applicable law and competent court**

This Agreement is subject to Italian law.

For any dispute deriving from or in any case connected with the interpretation or execution of the Agreement, the only competent court shall be the court of residence or elected domicile of the Customer.

## **Attachment – Technical details of the AES/QES**

*(Document drafted pursuant to the Technical Rules  
on the generation, and verification of advanced, qualified and digital electronic signatures)*

### **1. General information**

The advanced electronic signature and qualified electronic signature allow contracts, amending and supplementary acts and other acts and documents linked to the relationship between the Customer and the Bank to be signed electronically.

Pursuant to the provisions of the CAD, documents signed by means of AES/QES are electronic documents that have the same legal effect as paper documents signed with a handwritten signature. This Attachment describes the methods by which the obligations under Title V of the Technical Rules are fulfilled by the Bank, in its capacity as provider pursuant to and for the purposes of Article 55, paragraph 2, letter a) of the Technical Rules.

### **2. Activation of the AES/QES**

Activation of the AES/QES service is subject to (i) the Customer's acceptance of this Agreement and (ii) the completion of the authentication process provided for in the onboarding, aimed at pairing the Customer's mobile phone number to the Customer.

The AES/QES is deactivated, and this Agreement is automatically terminated if the due diligence process carried out by the Bank in relation to the Customer pursuant to the Anti-Money Laundering Legislation fails.

### **3. Features of the AES/QES**

#### **3.1 Unique association of the AES/QES to the signatory**

The unique association of the AES/QES to the signatory is ensured by the following process:

- (i) authentication by the Customer in order to access the Western Union Digital Banking App;
- (ii) association of the Customer's mobile phone number with the Customer by means of the Customer's entry, in the onboarding process, of a code that is sent by the Bank by SMS to the number indicated by the Customer and therefore known only to the holder of the mobile phone;
- (iii) Acceptance by the Customer of the document to be sent, in the manner identified from time to time (e.g. by checkbox) and insertion of the one-time password (OTP) sent by the Bank to the mobile phone associated with the Customer in a special field;
- (iv) Digital storage of a set of information (metadata), together with the electronically generated digital document, in order to guarantee the traceability of the signature to the Customer.

#### **3.2 Exclusive control by the Customer over the AES/QES**

During the onboarding process, the signatory's authentication is validated by the signatory by entering a unique security code (OTP). The OTP is sent to the mobile phone number associated with the Customer.

Following the Customer's onboarding, exclusive control over the AES/QES may also be ensured by requiring that the signature can only be affixed by the Customer in the restricted area of the Western Union Digital Banking App, which can only be accessed by the Customer by entering access credentials known only to the Customer.

#### **3.3 Integrity of the electronically signed documents**

In order to guarantee the integrity of electronic documents, after the Customer has sent them, they are stored in a filing system that guarantees that their contents cannot be altered.

The technologies used for this purpose include the computer fingerprinting (hashing) of the subscribed content.

Checking the correspondence between the fingerprint of the document and the fingerprint "sealed" within the signature allows one to verify that the signed computer document has not been altered after the signature has been affixed.

In the event that a document is modified, even minimally, a message will be displayed when the document is opened, indicating that the document was modified after the date of the signature.

This process guarantees, from a technical point of view, the integrity of the document and thus fulfils, from a legal point of view, the integrity requirement of the applicable laws.

### **3.4 Possibility for the signatory to obtain evidence of signed document**

At the time of signature, the Customer has the option of

- (i) Read the document to be sent in its entirety; and
- (ii) Save the document on your device.

After the signature, the Customer can find a copy of the signed Agreement in the reserved area of the Western Union Digital Banking App.

The Bank shall provide a hard copy of the same document free of charge to the Customer who requests it through the customer service. In any case, the signed documents are retrievable, consultable and printable during the entire storage period.

### **3.5 The unambiguous connection of the signature to the signed document**

The signature data are inserted into the document in a structure which inextricably joins them to the computer fingerprint of the document. This structure is protected with an appropriate cryptographic technique in order to preserve the signature from any possibility of extraction or duplication.

## **4. Insurance cover**

In order to protect the Customer and third parties from any damage caused by any technical issue in the AES/QES solution provided, the Bank has underwritten an insurance policy, in compliance with the applicable laws.

## **5. Withdrawal**

The Customer has the right to withdraw from this Agreement and, thus, revoke its consent to receive the AES/QES solution service through the customer service or the Western Union Digital Banking App.

Withdrawal from the Agreement will prevent the Customer from electronically exchanging new documents with the Bank.